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Elizabeth Elliott

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ELIZABETH ELLIOTT,

Plaintiff,

v.

RENT RECOVERY SOLUTIONS,
LLC,

Defendant.

Civil Action No.: _____

COMPLAINT

For this Complaint, Plaintiff Elizabeth Elliott, by undersigned counsel, states
as follows:

JURISDICTION

1. This action arises out of Defendant's repeated violations of the Fair
Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), and the

1 harassment of Plaintiff by Defendant in its illegal efforts to collect a consumer
2 debt. Jurisdiction is therefore proper in this Court pursuant to 28 U.S.C. § 1331.

3 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.

4
5 3. Venue is proper in the U.S. District Court for the District of Nevada
6 pursuant to 28 U.S.C. § 1391(b), as Defendant transacts business in the State of
7 Nevada.
8

9 **PARTIES**

10 4. Plaintiff Elizabeth Elliott (“Plaintiff”) is an adult individual residing
11 in Las Vegas, Nevada, and is a “consumer” as the term is defined by 15 U.S.C. §
12 1692a(3).
13

14 5. Defendant Rent Recovery Solutions, LLC (“Rent Recovery”) is
15 headquartered in Georgia and is doing business in the State of Nevada.
16

17 6. Upon information and belief, Rent Recovery is licensed as a “debt
18 collector” and is in the business of purchasing debts owed to third parties or
19 collecting debts owed to third parties and regularly attempts to collect those debts.
20

21 7. Rent Recovery uses mail, credit reporting, and instrumentalities of
22 interstate commerce to attempt to collect the debts either owed to another creditor
23 or purchased from another creditor, and is a “debt collector” as the term is defined
24 by 15 U.S.C. § 1692a(6).
25
26

27
28 ///

ALLEGATIONS APPLICABLE TO ALL COUNTS

A. The Debt

8. Plaintiff allegedly incurred a financial obligation (“Debt”) to Cantera at Coronado Ranch (“Cantera”).

9. The Debt was for an apartment rental, and arose from services provided by Cantera which were primarily for family, personal, or household purposes, and meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

10. The Debt was purchased, assigned, or transferred to Rent Recovery for collection, or Rent Recovery was employed by Cantera to collect the Debt.

11. Rent Recovery attempted to collect by sending written communications to the Plaintiff via United States mail, demanding payment of the Debt in an amount for which the Plaintiff was not personally liable and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

B. Rent Recovery Engages in Harassment and Abusive Tactics

FACTS

12. After incurring the Debt, Plaintiff filed for Chapter 7 Bankruptcy in the District of Nevada. Plaintiff was assigned case number 21-13090-abl (“Bankruptcy”).

13. Upon information and belief, at the time the Bankruptcy was filed,

Cantera had contracted with Picerne to manage the apartment complex Plaintiff had previously resided in.

14. Plaintiff included Picerne in her amended schedules. See ECF No. 19 in the Bankruptcy, the relevant part of which is below.

4.11	Picerne	Last 4 digits of account number 18193054	\$ 8,500.00
Nonpriority Creditor's Name		When was the debt incurred? _____	
7600 S. Rainbow Blvd.		As of the date you file, the claim is: Check all that apply.	
Number	Street	<input type="checkbox"/> Contingent	
Las Vegas NV		<input type="checkbox"/> Unliquidated	
City	State ZIP Code	<input type="checkbox"/> Disputed	
Who owes the debt? Check one.		Type of NONPRIORITY unsecured claim:	
<input checked="" type="checkbox"/> Debtor 1 only		<input type="checkbox"/> Student loans	
<input type="checkbox"/> Debtor 2 only		<input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims	
<input type="checkbox"/> Debtor 1 and Debtor 2 only		<input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts	
<input type="checkbox"/> At least one of the debtors and another		<input checked="" type="checkbox"/> Other. Specify	
<input type="checkbox"/> Check if this claim relates to a community debt			
Is the claim subject to offset?			
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Yes			

15. Picerne also received notice of the Bankruptcy when Plaintiff's bankruptcy counsel mailed her amended schedules to it. See ECF No. 19-2 in the Bankruptcy.

16. On September 21, 2021, Plaintiff received a discharge in the Bankruptcy. See ECF No. 24 in the Bankruptcy.

17. Picerne received notice of the discharge through the Bankruptcy Court's BNC noticing system. See Bankruptcy ECF No. 25, the relevant part of which is below.

Case 21-13090-abl Doc 25 Entered 09/23/21 21:46:38 Page 1 of 5

United States Bankruptcy Court
District of NevadaIn re:
ELIZABETH MARIE ELLIOTT
DebtorCase No. 21-13090-abl
Chapter 7**CERTIFICATE OF NOTICE**

District/off: 0978-2

User: admin

Page 1 of 3

Date Rcvd: Sep 21, 2021

Form ID: 318

Total Noticed: 26

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 23, 2021:

Recip ID	Recipient Name and Address
db	+ ELIZABETH MARIE ELLIOTT, 5500 MOUNTAIN VISTA STREET #1511, LAS VEGAS, NV 89120-4235
aty	+ ANGELA H. DOWS, CORY READE DOWS & SHAFER, 1333 NORTH BUFFALO DR., STE 210, LAS VEGAS, NV 89128-3636
aty	+ CHAD M. GOLIGHTLY, FAIR FEE LEGAL SERVICES, 8665 SOUTH EASTERN AVE, STE 101, LAS VEGAS, NV 89123-2802
cr	+ ONE NEVADA CREDIT UNION, CORY READE DOWS & SHAFER/ANGELA H. DOWS, 1333 NORTH BUFFALO, STE 210, LAS VEGAS, NV 89128-3636
11510984	+ APPLE CARD/GS BANK USA, LOCKBOX 6112 PO BOX 7247, PHILADELPHIA, PA 19170-0001
11510986	+ COX COMMUNICATIONS, 6205-B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328-4524
11517667	+ GOLDMAN SACHS BANK, P.O. BOX 7247, PHILADELPHIA, PA 19170-0001
11510990	+ MOHELA/DEPT OF ED, 633 SPIRIT DR, CHESTERFIELD, MO 63005-1243
11530105	+ PICERNE, 7600 S. RAINBOW BLVD., LAS VEGAS, NV 89139-5481

18. As a result of the Bankruptcy and discharge therein, Plaintiff was no longer legally liable for the debt. It was also illegal for Cantera, Picerne, or any subsequent entity to make any attempt to collect on the Debt.

19. However, Rent Recovery attempted to collect the Debt after Plaintiff's discharge in the Bankruptcy.

20. Specifically, Rent Recovery sent a letter dated September 30, 2021, in which it demanded Plaintiff pay it \$7,275.34. Rent Recovery threatened collection activity against Plaintiff if she did not pay the (now discharged) Debt, as ween below.

RENT RECOVERY SOLUTIONS

Settlement Offer

Your Settlement Offer

Date: 09/30/21
 Creditor: THE CANTERA
 File No: [REDACTED]
 Balance Owed: \$7,275.34

STATEMENT DATE	FILE NO.	SETTLEMENT AMOUNT
09/30/21	[REDACTED]	\$5820.27

Dear ELIZABETH M. ELLIOTT,

Rent Recovery Solutions, LLC has received authorization from THE CANTERA to present to you a limited time offer of discount. We recommend you seriously consider this offer, as it will satisfy your obligation to THE CANTERA.

Current Balance: \$7,275.34
 Discount Offer: \$5820.27
 Cash Savings: \$1455.07

This discount offer is time sensitive. Funds in the full discount offer amount must be received by this office no later than 10-30-2021 in order to receive this discount and the credit reporting advantage. After that date, we will continue collection activity against you for the full amount.

We are not obligated to renew this offer.

If you are unable to raise this discount amount, but are concerned about your credit standing, you may call one of our representatives to work out a reasonable payment plan on the full amount owed. Our representative will listen to you with respect and courtesy, and work with you in good faith to put this matter behind you.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,
 Account Representative

To Pay Visit
www.rentrecovery.com/pay-now/
 RESPECTFUL. TRUSTED. RESULTS.
 WELCOME TO THE COLLECTION EXPERTS
 or call 866-949-1379

21. However, at the time Rent Recovery sent the collection letter, the Debt was not enforceable against Plaintiff, and Rent Recovery's threats were both toothless and illegal. Rent Recovery could not take any of the collection actions it threatened in the letter.

C. Plaintiff Suffered Actual Damages

22. Plaintiff has suffered and continues to suffer actual damages as a result of Rent Recovery's unlawful conduct.

23. As a direct consequence of Rent Recovery's acts, practices, and conduct, Plaintiff suffered and continues to suffer from humiliation, anger, anxiety,

1 emotional distress, fear, frustration, and embarrassment. Plaintiff fears Rent
2 Recovery will take actions to collect on the Debt, which Plaintiff believed she had
3 discharged in the Bankruptcy.
4

5 24. Plaintiff also fears the benefit of the Bankruptcy has been lost if Rent
6 Recovery is permitted to collect on an account Plaintiff scheduled and discharged.
7

8 **COUNT I**
9 **VIOLATIONS OF THE FDCPA - 15 U.S.C. § 1692, et seq.**
10

11 25. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.
13

14 26. Defendant's conduct violated 15 U.S.C. § 1692c(c) in that Defendant
15 engaged in communication with Plaintiff after written notification that Plaintiff
16 refuses to pay the Debt, or that Plaintiff requested Defendant to cease
17 communication with Plaintiff.
18

19 27. Defendant's conduct violated 15 U.S.C. § 1692d in that Defendant
20 engaged in behavior the natural consequence of which was to harass, oppress, or
21 abuse Plaintiff in connection with the collection of a debt.
22

23 28. Defendant's conduct violated 15 U.S.C. § 1692e in that Defendant
24 engaged in false, deceptive, or misleading behavior in connection with the
25 collection of a debt.
26

27 29. Defendant's conduct violated 15 U.S.C. § 1692e(2) in that Defendant
28

1 misrepresented the amount of the Debt owed by Plaintiff and attempted to have
2 Plaintiff pay more than the Debt owed to Creditor.

3 30. Defendant's conduct violated 15 U.S.C. § 1692e(5) in that Defendant
4 threatened to take action against Plaintiff which it could not legally take or did not
5 intend to take in collection of a debt.
6

7 31. Defendant's conduct violated 15 U.S.C. § 1692e(8) in that Defendant
8 communicated or threatened to communicate false credit information, including
9 the failure to communicate that the Debt was "disputed", in an attempt to collect a
10 debt.
11

12 32. The foregoing conduct relating to these FDCPA claims is not
13 predicated on a violation of a discharge order, nor does Plaintiff seek relief for
14 violation of a discharge order. Conversely, these FDCPA claims are predicated on
15 Defendant's misrepresentations of the amount owed through Defendant's
16 collection communications and debt collection efforts regarding the Debt.
17

18 33. Unlike the plaintiff in *Walls v. Wells Fargo Bank, N.A.*, 276 F.3d 502
19 9th Cir. 2002), Plaintiff herein is not alleging under this Count that Defendant
20 engaged in unfair and unconscionable collection practices, which are forbidden by
21 the FDCPA, by trying to collect a debt in violation of the discharge injunction.
22 Instead, Plaintiff raises an entirely different claim based on Defendant's
23 misrepresentation of the amount actually owed on the Debt, which is a legally and
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1 factually distinct claim from Walls' allegations of FDCPA violations flowing from
2 a creditor's discharge violations. Neither is Plaintiff seeking redress under any
3 provision of the Bankruptcy Code as none exists to provide a remedy for
4 Defendant's collection misrepresentations.
5

6 34. Plaintiff is not seeking a private right of action under the Bankruptcy
7 Code as there is no independent basis under the Bankruptcy Code to provide
8 redress to Plaintiff for Defendant's misrepresentation of the correct and lawful
9 amount of the Debt.
10

11 35. Plaintiff also does not suggest that the Bankruptcy Code may be used
12 to create substantive rights for a private right of action thereunder for Defendant's
13 FDCPA collection violations. These FDCPA claims are remote from the
14 Bankruptcy Code and operate as their own independent claims under non-
15 bankruptcy law.
16

17 36. The foregoing acts and omissions of Defendant constitute numerous
18 and multiple violations of the FDCPA, including every one of the above-cited
19 provisions.
20

21 37. Plaintiff is entitled to damages as a result of Defendant's violations.
22

23 38. Plaintiff has been required to retain the undersigned as counsel to
24 protect his legal rights to prosecute this cause of action, and is therefore entitled to
25 an award of reasonable attorneys' fees plus costs incurred.
26
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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant,
awarding Plaintiff:

COUNT I.

VIOLATIONS OF 15 U.S.C. § 1692

1. actual damages including, but not limited to, the emotional distress
Plaintiff has suffered (and continues to suffer) as a result of the
intentional, reckless, and/or negligent FDCPA violations pursuant to 15
U.S.C. § 1692k(a)(1);
2. statutory damages of \$1,000.00 pursuant to 15 U.S.C. §
1692k(a)(2)(A);
3. punitive damages; and
4. any other and further relief the Court may deem just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: October 13, 2021

Respectfully submitted,

By /s/ David Krieger, Esq.
David Krieger, Esq.
Nevada Bar No. 9086
Shawn Miller, Esq.
Nevada Bar No. 7825
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